BID OPENING

CITY OF SAN JOSE



City Clerk

TOTAL BASE BID 100, 101.00

OFFICE OF THE CITY CLERK

Time Stamp

	ALT NO. 1 8,988.00
	ALT NO. 2 14,547.00
	ALT NO. 3
	Alt No. 4
	Alt No. 5
BID DATE: Tuesday, October 06, 200	99
Project Manager: Ellen Croutch – 535	i-8442
Arzino Ranch D	emolition
BIDDER NAME: PANTANO	5XCAVATING
BondCashier's Check	
Addendums Included (\Im)	é, 2 only YES NO
NonCollusion Affidavit	YESNO
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PROPOSAL TO CITY OF SAN JOSE

FOR ARZINO RANCH DEMOLITION

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on September 3, 2009, entitled Arzino Ranch Demolition and the Specifications approved by the Director of Public Works on September 3, 2009, entitled Arzino Ranch Demolition on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporate ittle; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES

DESCRIPTION OF WORK:

Furnish all necessary labor, materials, equipment, and incidentals to complete the work, as described in the Plans and Specifications for this project; this requirement applies to the base bid, bid alternates and revocable items.

For the: **ARZINO RANCH DEMOLITION**

TOTAL BID PRICE FOR THE WORK IN FIGURES:

<u>Total</u>	Base Bid:	
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All work described by the contract documents (drawings and specifications) $\frac{\int \mathcal{O}(\phi, |\mathcal{O}) + \mathcal{O}(0)}{\int \mathcal{O}(0, |\mathcal{O}) + \mathcal{O}(0, |\mathcal{O})}$

Revocable Bid Items (included in base bid):

Grading

8988.00

Hydroseeding \$

NOTE TO BIDDERS:

Revocable Items:

- See Standard Specifications General Provisions Section 2-1.06 Rejection of Proposals Any proposals submitted with the dollar value for any revocable bid items that does not represent a reasonable fair market value for the work included in those items may be considered an unbalanced bid with disproportionate amounts of payment for portions of the work.
- 2. See also Special Provisions Section 4-1.03E Revocable Contract Items.

See the Special Provisions Section 3-1.01D for descriptions of "Award of Contract"

Bid alternate and revocable bid item prices are to include the contractor general conditions, profit and overhead, bonding and related costs specific to the scopes of work for each individual alternate or revocable item.

Refer to specification section 01230 for additional information.

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

- 1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
- 2. A "List of Subcontractors".
- 3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

de in the interest of, or on that in; that the bid is genuine y other bidder to put in a falst any bidder or anyone else to any manner, directly or price of the bidder or any other bidder, or to secure any all contract; that all statements omitted his or her bid price	behalf of, any undisclosed person, and not collusive or sham; that the se or sham bid, and has not directly o put in a sham bid, or that anyone indirectly, sought by agreement, her bidder, or to fix any overhead, advantage against the public body is contained in the bid are true; and
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City Business Lic. No.:	73/01327879
Expiration Date:	7/15/2016
State Contractor Lic. No	1905631
Classification:	I AR HAZ ASR
Expiration Date:	10/31/2011
Federal I. D. No.: 6	1505223
Address: 20)	enerations Ct.
Waster	a) CA 95337
7.07.00	
_ Telephone:	239-9676
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BIDDER'S BOND

BOND# 1000814373-GG Premium: Included

KNOW ALL PERSONS BY THESE PRESENTS:

and American Contractors Indemnity Company a corporation duly organized under the laws of the State of California and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Twelve Thousand, Five Thousand no/100 DOLLARS (\$\$12,500,000

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd FL, San Jose, CA 95113, October 1, 2009 for Arzino Ranch Demolition.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have:	hereunto set our hands and seals on this 29th .
PRINCIPAL	SURETY
Pantano Excavating, Inc. dba: Pantano Demolition	American Contractors Indemnity Company
Legai Company Name	Legal Company Name
Indicate Type of Entity	
corporation	
By CA Title: President	By Title: Anthony F. Angelicols Attorney-in-Fact
By	By Title:
(Affix (Corporate Seals)
	•

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company; a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Anthony F. Angelicola or Cecily M. Gipson of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond *****Four Million***** penalty does not exceed Dollars (\$ **4,000,000,00**).

This Power of Attorney shall expire without further action on March 18, 2011. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one of more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating Be it Resolved, that the signature of any authorized officer and sear of the company indicates of included that the signature of any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to the test by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



Daniel P. Aguilar, Vice President

State of California

County of Los Angeles

SS:

On this 15th day of July, 2008, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this ^{29th} of September 2009

Corporate Seals

gency No.



a##1105



Jeannie J. Kim, Assistant Seci

Commission # 1726211 otary Public - Californ

Los Angeles County

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	}
County of San Francisco	
On Sept.29,2009 before me,	Maureen E. Schmidt, notary public Here insert Name and Title of the Officer
personally appeared	
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/some subscribed to the within instrument and acknowledged to me that he/sche/they executed the same in his/hen/their authorized capacity(ses), and that by his/hen/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
MAUREEN E. SCHMIDT SCOMM. #1788877 ON NOTARY PUBLIC - CALIFORNIA ON SAN FRANCISCO COUNTY ON COMM. EXPIRES FEB. 11, 2012	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	WITNESS my hand and official seal. Signature Mulecom E Schmidt Signature of Notary Public OPTIONAL
Though the information below is not required and could prevent fraudulent remo	I by law, it may prove valuable to persons relying on the document oval and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General	☐ Individual ☐ Corporate Officer — Title(s):
☐ Attorney in Fact OF ☐ Trustee ☐ Guardian or Conservator	SIGNER
Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County of San Juaguin On Lo 3 8 before me, Management personally appeared GildSupple	ander S. The North Pulls, Part Range and Title of the Officer Part ano Name(s) of Signer(s)
MANDEEP S. BHULLER COMM. # 1680391 ON NOTARY PUBLIC - CALIFORNIA ON SAN JOAQU'IN COUNTY ON COMM. EXPIRES JULY 10, 2010	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
	true and correct. WITNESS my hand and official seal Signature
Place Notary Seal Above OPTI	Signature of Notary Public
Though the information below is not required by law, it is and could prevent fraudulent removal and rea	may prove valuable to persons relying on the document attachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	Sond
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Other:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

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STATEMENT OF BIDDER'S EXPERIENCE

demolition of an existing building or structures containing hazardous materials and the total amount of the construction contract at the time The bidder is required to have successfully completed within the last five (5) years at least three (3) projects of similar magnitude as the one described in the Plans and Specifications. To meet the requirement of being of "similar magnitude" each project must have involved the projects of similar magnitude by completing this Statement of Bidder's Experience form. The bidder should feel free to attach information of award exceeded \$100,000. The bidder must demonstrate that is has the necessary experience within the last five (5) years of three (3) regarding any additional projects of similar magnitude beyond the required three (3).

t Number 1 The Man to	ct Owner (Ayy of	Description of Demolition Work Involving Hazardous Materials Hundly by Halfment Of	1	In it as per appearant	
Project Number	Name of Proje	Description			

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Page 1 of 3

Rev. 5/18/09

530-898-3887 188-205-1862 Name and Current Phone Number of One Other Person Who You Believe is Best Qualified to Answer Questions Regarding the Bidders Name and Current Phone Number of One Other Person Who You Believe is Best Onalified to Answer Questions Regarding the Bidders. Lesens Description of Demolition Work Involving Hazardous Materials Name and Current Phone Number of Owner's Project Manager Total Amount of Contract at the Time of Award Ø Performance on the Project Performance on the Project Name of Project Owner Project Number 2 Project Name

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Rev. 5

Page 2 of 3

Rev. 5/18/09

Project Name DWOUNG SIT ("Man Up United to US UY-)
Name of Project Owner + Ox+0+ STORTON
Description of Demolition Work Involving Hazardous Materials (Clyn 711) PReminal
and dusposal of Building 517,
7
Total Amount of Contract at the Time of Award $Q/SOU \cdot GO$
Name and Current Phone Number of Owner's Project Manager (heref. Taylor 209-946-024)
Name and Current Phone Number of One Other Person Who You Believe is Best Qualified to Answer Questions Regarding the Bidders Performance on the Project



PANTANO DEMOLITION & EXCAVATING INC.

281 Generations Ct. – Manteca, CA 95337 – Office Ph.: (209) 239-9676 – FAX: (209) 629-8837 CONTRACTOR'S LICENSE #: 905631 A, B, C-21, ASB, HAZ

Statement of Experience

Project Name:

Solano Transportation Authority

Description:

Demolition and Hazardous Material Abatement of (2) Commercial

warehouse structures, asphalt parking lot, and site clearing.

Contract Value:

\$51,000.00

Location:

Fairfield, Ca

Type of Contract:

City

Date:

June 2009

Contact:

Michael Scott - (925) 382-3234

Project Name:

City of Fresno Redevelopment Agency

Description:

Demolition and Hazardous Material Abatement of a 10,000 square foot

Motel.

Contract Value:

\$70,000.00

Location:

Fresno, Ca County

Type of Contract: Date:

March 2009

Contact:

Karl Lenhof - (559) 978-2596

Project Name:

California Department of Transportation

Description:

Demolition and Hazardous Material Abatement of a 4000 square foot Bar

and Grill

Contract Value:

\$47,000.00

Location:

Rohnert Park, Ca

Type of Contract:

State

Date: Contact:

February 2009 Dave Keba – (510) 286-5497

Project Name:

City of Bakersfield Downtown Redevelopment Demolition

Description:

Demolition and Hazardous Material Abatement at multiple commercial

sites totaling 41,000 square feet.

Contract Value:

\$189,000.00

Location:

Bakersfield, Ca

Type of Contract:

City

Date:

December 2008

Contact:

Mike Tillman - (661) 326-3262

Project Name:

U.S. Fish and Wildlife Service

Description:

Demolition of multiple structures and concrete flat work at San Joaquin

River NWR

Contract Value:

\$43,000.00

Location:

Type of Contract:

Federal

Date:

October 2008

Contact:

Jeff Rose/Thomas Kozlowski - (503) 231-6821



PANTANO DEMOLITION & EXCAVATING INC.

281 Generations Ct. – Manteca, CA 95337 – Office Ph.: (209) 239-9676 – FAX: (209) 629-8837 CONTRACTOR'S LICENSE #: 905631 A, B, C-21, ASB, HAZ

Project Name:

Livermore Toyota Demolition

Description:

Demolition of structures at multiple sites and site clearing.

Contract Value:

\$73,000.00 Livermore, Ca.

Location: Type of Contract:

Private

Date:

September 2008

Contact:

Allen Stevens - (408) 377-5000

Project Name:

PG&E Brannon Island Phase 1 & 2

Description:

Demolition of (2) old substations totaling 70,000 square feet.

Contract Value:

\$188,500.00

Location:

Rio Vista, Ca

Type of Contract:

Private

Date:

January 2008 and September 2008

Contact:

Barry Williams - (916) 792-5951

Project Name:

Montgomery Wards

Description:

Demolition of commercial warehouse.

Contract Value:

\$50,000.00

Location:

Richmond, Ca

Type of Contract:

Private

Date:

April 2007

Contact:

Butler Construction

Project Name:

San Carlos Breuners

Description:

Demolition of storeroom and warehouse totaling 52, 000 square feet.

Contract Value:

\$120,000.00

Location:

San Carlos, Ca

Type of Contract:

Private

Date:

March 2007

Contact:

Butler Construction



4082863584

Department of Public Works

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

September 15, 2009

Addendum #1 ARZINO RANCH DEMOLITION

Notice is hereby given that the following revisions, additions and/or deletions are hereby SJB09-0401 made of, and incorporated into plans and specifications for the ARZINO RANCH DEMOLITION PROJECT.

GENERAL:

Please find the attached revised Notice to Contractors in which the Contractor's license requirement has been modified to accept an A or B license.

INSTRUCTIONS TO BIDDERS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy of this addendum with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal and will be considered cause for rejection of bid as non-responsive.

Excavating

Approved by

therine Jensen for

Katy Allen

Director of Public Works

Signature and Title of Bidder



Department of Public Works

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

September 28, 2009

Addendum #2 ARZINO RANCH DEMOLITION

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the ARZINO RANCH DEMOLITION PROJECT.

GENERAL:

A second NON-MANDATORY walk through at Arzino Ranch will be held Wednesday September 30, 2009 at 9 am lasting for a maximum of 2 hours to provide bidders an opportunity to further view the project site.

If there are additional questions, send them in writing by email to ellen.croutch@sanjoseca.gov by 3:00 PM September 30, 2009.

The bid opening is hereby changed from Thursday October 1, 2009 at 3 pm to Tuesday October 6, 2009 at 3 pm. Please find attached the revised Notice to Contractors

Attached are the bidders Requests for Information and associated responses.

no Excavating

INSTRUCTIONS TO BIDDERS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy of this addendum with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal and will be considered cause for rejection of bid as non-responsive.

Approved by-

Katherine Jensen for

Katy Allen

Director of Public Works

Bidder's Name

Date

Signature and Title of Bidder